



Tetra Tech
3801 Automation Way
Suite 100
TIN# 97-4148514

Nebraska Community Foundation, Inc.
PO Box 83107
Lincoln, NE 68501-3107
TIN# 47-0769903

PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM

Contract between Nebraska Community Foundation, Inc., Platte River Recovery Implementation Program, and Tetra Tech, Inc.

Platte River Geomorphology and Vegetation Monitoring and Data Analysis

1. **Parties.** This Contract is made and entered into by and between the Nebraska Community Foundation, Inc. (“**Foundation**”) of Lincoln, Nebraska, representing all signatories to the Platte River Recovery Implementation Program (“**Program**”) and Tetra Tech, Inc. (“**Consultant**”). The following persons are authorized to represent the parties through this Contract: Diane Wilson of the Foundation, Dr. Jerry Kenny of the **Program**; and Dr. Robert Mussetter of the **Consultant**.

2. **Purpose of Contract.** The purpose of this Contract is to allow the **Foundation**, acting as the fiscal agent for the Governance Committee (GC) of the **Program**, to retain the services of the **Consultant** to render certain technical or professional services hereinafter described in connection with an undertaking to be financed by the **Program**, and to delegate the Executive Director’s Office (“**ED Office**”) through its Executive Director or his designee the authority to administer this Contract.

TERMS AND CONDITIONS

3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted. The term of this Contract is from May 2, 2012 through April 30, 2016. The services to be performed under this Contract will commence upon receipt of authorization to proceed. All services shall be completed during this term.

If the **Consultant** has been delayed and as a result will be unable, in the opinion of the **Program**, to complete performance fully and satisfactorily within this Contract period, the **Consultant** may be granted an extension of time, upon submission of evidence of the causes of delay satisfactory to the **Program**.

4. **Payment.**

A. **Reimbursement of Expenses.** The **Program** agrees to pay the **Consultant** an amount based on the approved budget depicted in Exhibit B and hourly rate and reimbursable

expenses price schedules depicted in Exhibit C, attached to this Contract and incorporated by reference as part of this Contract, for the services described in Exhibit A, attached to this Contract and incorporated by reference as part of this Contract. Total payment under this Contract shall not exceed four hundred seventy four thousand and four hundred forty nine dollars (\$474,449.00).

B. Project Budget. The Project budget for each task included in Exhibit A is as follows:

<u>Task</u>	<u>Estimated Cost</u>
Task 100 (Project Initiation and Management)	\$ 7,651
Task 200 (Field Monitoring)	\$355,515
Task 300 (Data Analysis)	\$ 83,595
Task 400 (Reporting)	\$ 27,688
Total Project Cost	\$474,449

The amounts for each task are estimates only, but are not to be exceeded unless authorized in writing by the **Program**. The Contract total amount is controlling. Payment shall be made directly to the **Consultant**. The **Consultant** shall maintain hourly records of time worked by its personnel to support any audits the **Program** may require. Billing reports shall be submitted no more often than monthly for activities and costs accrued since the last billing report. A brief project progress report summarizing project activities in the billing period must be submitted with each billing.

C. Billing Procedures. The **Consultant** shall send billing reports for services performed for the various tasks outlined in Exhibit A to the **ED Office** (address included below). The Program's Executive Director, upon receiving the billing report, will approve the bill and submit the bill for payment. The submittal for payment will then be reviewed by the Signatory Parties of the Program who will advise the **Foundation** of approval. The **Foundation** will make payment of these funds directly to the **Consultant** within 30 days of notice of approval by the Signatory Parties. Payments of bills are due within 60 days after the billing date of the Consultant.

Billing Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Program
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

D. Money Withheld. When the **Program** has reasonable grounds for believing that the **Consultant** will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, then the **Program** may withhold payment of such portion of any amount otherwise due and payable to the **Consultant** reasonably deemed appropriate to protect the **Program** against such loss. These amounts may be withheld until the cause for the withholding is cured to the **Program's** satisfaction or this Contract is terminated pursuant to Section 8U. Any amount so withheld may be retained by the **Program** for such period as it may deem advisable to protect the **Program** against any loss. This provision is intended solely for the benefit of the **Program** and no person shall have any right against the **Program** by reason of the **Program's** failure or refusal to withhold monies. No interest shall be payable by the **Program** on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the **Program**.

E. Withholding of Payment. If a work element has not been received by the **Program** by the dates established in Exhibit A, the **Program** may withhold all payments beginning with the month following that date until such deficiency has been corrected.

F. Final Completion and Payment. The final payment shall be made upon acceptance of the final report and receipt of the final billing.

5. Responsibilities of Consultant.

A. Scope of Services. The **Consultant** shall perform the specific services required under this Contract in a satisfactory and proper manner as outlined in Exhibit A. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit A, the specific requirements shall prevail.

B. Personnel. All of the services required hereunder will be performed by the **Consultant** or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, licensed, or permitted under state law to perform such services, if state law requires such authorization, license, or permit.

C. Subcontracts.

(i) **Approval Required for Subcontracts.** Any subcontractors and outside associates or consultants required by the **Consultant** in connection with the services, work performed or rendered under this Contract will be limited to such individuals or firms as were specifically identified in the proposal and agreed to during negotiations or are specifically authorized by the **Program** during the performance of this Contract. The **Consultant** shall submit a list of the proposed subcontractors, associates or consultants; the scope and extent of each subcontract; and the dollar amount of each subcontract prior to Contract execution to the **Program** for approval. During the performance of the Contract, substitutions in or additions to such subcontracts, associates, or consultants will be subject to the prior approval of the **Program**. The **Program** approval of subcontractors will not relieve the **Consultant** from any responsibilities outlined in this Contract. The **Consultant** shall be responsible for the actions of the subcontractors, associates, and subconsultants.

(ii) **Billings for Subcontractors.** Billings for subcontractor, associates or subconsultants services will not include any mark up. The subcontract costs will be billed to the **Program** at the actual costs as billed to the **Consultant**. Subcontract costs will be documented by attaching subcontractor billings to the **Consultant's** billing submittals.

(iii) **Copies of Subcontracts.** The **Consultant** shall provide to the **Program** copies of each subcontractor contract immediately following execution with the subcontractor. All subcontracts between the **Consultant** and a subcontractor shall refer to and conform to the terms of this Contract. However, nothing in this Contract shall be construed as making the **Program** a party of any subcontract entered between the **Consultant** and a subcontractor.

D. Requests from the Program. The **Consultant** shall be responsible and responsive to the **Program** and the **ED Office** in their requests and requirements related to the scope of this Contract.

E. Presentation of Data. The **Consultant** shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional manner.

F. Draft of Final Report. The **Consultant** shall present the **Program** a draft of the final report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any final report and no later than the date specified in Exhibit A. Draft Reports will be provided to the Program in Microsoft Word format for distribution and review. The **Program** will respond with written comments to the **Consultant** as soon as possible. The **Consultant** will address the comments of the **Program** in the final report. Final Reports will be provided to the Program in Microsoft Word and PDF format.

G. Project Completion Report. A final project completion report in the form described in Exhibit A shall be submitted to the [Program](#) by the date specified in Exhibit A.

H. Reports, Maps, Plans, Models and Documents. One (1) copy of maps, plans, worksheets, logs, field notes and other reference or source documents prepared for or gathered under this Contract, and one (1) copy of each unpublished report prepared under this Contract shall be submitted to the [Program](#). If the [Consultant](#) writes or uses a computer program or spreadsheet as a part of this project, the [Consultant](#) shall submit to the [Program](#) for approval all proposed program names and data formats prior to beginning work on that task. All data shall be submitted to [Program](#) in written and digital forms with the final report. Digital media shall be labeled by the [Consultant](#) to provide sufficient detail to access the information on the media. All user manuals shall be submitted by the [Consultant](#) to [Program](#) providing complete documentation of computer programs developed under this Contract. The user manual shall also specify the source code language and the type of computer equipment necessary to operate the program(s). Any programs or computer software generated as a part of this Contract shall be the sole property of the [Program](#).

I. Inspection and Acceptance. All deliverables furnished by the Consultant shall be subject to rigorous review by the Program's [ED Office](#) prior to acceptance.

6. Responsibilities of the Program.

A. Designated Representative. The Executive Director of the [Program](#) shall act as the [Program's](#) administrative representative with respect to the [Consultant's](#) service to be performed under this Contract and shall have complete authority to transmit instructions, receive information, and interpret and define the [Program's](#) policies and decisions with respect to services covered by this Contract.

B. Data to be Furnished to the Consultant. All information, data, reports, and maps as are available to the [Program](#) and necessary for the carrying out of the Scope of Services set forth herein shall be furnished to the [Consultant](#) without charge and the [ED Office](#) shall cooperate with the Consultant in the carrying out of the project.

C. Review Reports. The [ED Office](#) shall examine all studies, reports, sketches, opinions of the construction costs, and other documents presented by the [Consultant](#) to the [Program](#) and shall promptly render in writing the [Program's](#) decisions pertaining thereto within the time periods specified in Exhibit A.

D. Provide Criteria. The [ED Office](#) shall provide all criteria and full information regarding its requirements for the project.

7. Special Provisions.

A. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

B. Publication. It is understood that the results of this work may be available to the **Consultant** for publication and use in connection with related work. Use of this work for publication and related work by the **Consultant** must be conducted with prior authorization from the **Program's** Technical Point of Contact.

C. Publicity. Any publicity or media contact associated with the **Consultant's** services and the result of those services provided under this Contract shall be the sole responsibility of the **Program**. Media requests of the **Consultant** should be directed to the Director of Outreach and Operations in the **ED Office**.

D. Monitor Activities. The **Program** shall have the right to monitor all Contract related activities of the **Consultant** and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all **Consultant** personnel in every phase of performance of Contract related work.

D. Kickbacks. The **Consultant** certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the **Consultant** breaches or violates this warranty, the **Program** may, at its discretion, terminate this Contract without liability to the **Program**, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

E. Office Space, Equipment, and Supplies. The **Consultant** will supply its own office space, equipment, and supplies.

8. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Nebraska. The Courts of the State of Nebraska shall have jurisdiction over this Contract and the parties.

C. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The **Consultant** shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the **Program**.

D. Audit/Access to Records. The **Program** and any of its representatives shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Contract. The **Consultant** shall, immediately upon receiving written instruction from the **Program**, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the **Consultant** which are pertinent to this Contract. The **Consultant** shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the **Program**.

E. Availability of Funds. Each payment obligation of the **Program** is conditioned upon the availability of funds and continuation of the Platte River Recovery Implementation Program. If funds are not allocated and available for the continuance of the services performed by the **Consultant**, the contract may be terminated by the **Program** at the end of the period for which the funds are available. The **Program** shall notify the **Consultant** at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the **Program** in the event this provision is exercised, and the **Program** shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the **Program** to terminate this Contract to acquire similar services from another party.

F. Award of Related Contracts. The **Program** may undertake or award supplemental or successor contracts for work related to this Contract. The **Consultant** shall cooperate fully with other contractors and the **Program** in all such cases.

G. Certificate of Good Standing. **Consultant** shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

H. Compliance with Law. The **Consultant** shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

I. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the **Consultant** in the performance of this Contract shall be kept confidential by the **Consultant** unless written permission is granted by the **Program** for its release.

J. Conflicts of Interest

(i) **Consultant** shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which results in a disadvantage to the **Program** or a disclosure which would adversely affect the interests of the **Program**. **Consultant** shall notify the **Program** of any potential or actual conflicts of interest arising during the course of the **Consultant's** performance under this Contract. This Contract may be terminated in the event a conflict of interest arises. Termination of the Contract will be subject to a mutual settlement of accounts. In the event the contract is terminated under this provision, the **Consultant** shall take steps to insure that the file, evidence, evaluation and data are provided to the **Program** or its designee. This does not prohibit or affect the **Consultant's** ability to engage in consultations, evaluations or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

(ii) A conflict of interest warranting termination of the Contract includes, but is not necessarily limited to, representing a client in an adversarial proceeding against the Platte River Recovery Implementation Program, its signatories, boards, commissions or initiating suits in equity including injunctions, declaratory judgments, writs of prohibition or *quo warranto*.

K. Entirety of Contract. This Contract, consisting of Twelve (12) pages, Exhibit A, consisting of Seven (7) pages, Exhibit B, consisting of Two (2) pages, Exhibit C, consisting of One (1) page, and Exhibit D, consisting of One (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Force Majeure. Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

M. Indemnification. The **Consultant** shall indemnify and hold harmless the **Foundation**, the **Program**, the **ED Office**, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of **Consultant's** failure to perform any of **Consultant's** duties and obligations hereunder or in connection with the negligent performance of **Consultant's** duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of **Consultant's** malpractice.

N. Independent Contractor. The **Consultant** shall function as an

independent contractor for the purposes of this Contract, and shall not be considered an employee of the **Program**, **Foundation** or **ED Office** for any purpose. The **Consultant** shall assume sole responsibility for any debts or liabilities that may be incurred by the **Consultant** in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this **Contract**. Nothing in this Contract shall be interpreted as authorizing the **Consultant** or its agents and/or employees to act as an agent or representative for or on behalf of the **Foundation** or the **Program**, or to incur any obligation of any kind on the behalf of the **Foundation** or the **Program**. The **Consultant** agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to **Foundation** or **Program** employees will inure to the benefit of the **Consultant** or the **Consultant's** agents and/or employees as a result of this Contract.

O. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

P. Notice and Approval of Proposed Sale or Transfer of the Consultant. The **Consultant** shall provide the **Program** with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the **Consultant**. Such notice shall be provided in accordance with the notice provision of this Contract.

Q. Ownership of Documents/Work Product/Materials. All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the **Program**.

R. Patent or Copyright Protection. The **Consultant** recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the **Consultant** or its subcontractors will violate any such restriction.

S. Proof of Insurance. The **Consultant** shall not commence work under this Contract until the **Consultant** has obtained the following insurance coverages and provided the corresponding certificates of insurance:

(i) **Commercial General Liability Insurance.** **Consultant** shall provide coverage during the entire term of the Contract against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per claimant and One Million Dollars (\$1,000,000.00) per occurrence.

(ii) **Business Automobile Liability Insurance.** **Consultant** shall maintain, during the entire term of the Contract, automobile liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage will include bodily injury and property damage covering all vehicles, including hired vehicles, owned and

non-owned vehicles

(iii) **Workers' Compensation or Employers' Liability Insurance.** The **Consultant** shall provide proof of workers' compensation coverage. Consultant's insurance shall include "Stop Gap" coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per employee for each accident and disease.

(iv) **Professional Liability or Errors and Omissions Liability Insurance.** The **Consultant** shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the **Foundation**, **Program** and **ED Office** from any and all claims arising from the **Consultant's** alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

T. Taxes. The **Consultant** shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Contract may be terminated, without cause, by the **Program** upon fifteen (15) days written notice. This Contract may be terminated immediately for cause if the **Consultant** fails to perform in accordance with the terms of this Contract.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

W. Time is of the Essence. Time is of the essence in all provisions of the Contract.

X. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

Y. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

9. Contacts.

Administrative Point of Contact (Foundation):

Diane M. Wilson
Chief Financial and Administrative Officer
Nebraska Community Foundation
PO Box 83107
Lincoln, Nebraska 68501-3107
Phone: (402) 323-7330
Fax: (402) 323-7349
Email: dwilson@nebcommfound.org

Technical Point of Contact (Program):

Steve Smith, P.E.
Platte River Recovery Implementation Prog.
Headwaters Corporation
2727 Bryant St., Suite 210
Denver, CO 80211
Phone: (720) 524-6115
Fax: (720) 524-6347
Email: smiths@headwaterscorp.com

Administrative Point of Contact (Consultant):

Bonnie Vail
Tetra Tech, Inc.
3801 Automation Way, Suite 100
Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bonnie.Vail@tetrattech.com

Admin. Point of Contact (Program):

Dr. Jerry F. Kenny, Executive Director
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: kennyj@headwaterscorp.com

Media Point of Contact (Program):

Dr. Bridget Barron, Director of Outreach
Platte River Recovery Implementation Prog.
Headwaters Corporation
4111 4th Avenue, Suite 6
Kearney, Nebraska 68845
Phone: (308) 237-5728
Fax: (308) 237-4651
Email: barronb@headwaterscorp.com

Technical Point of Contact (Consultant):

Robert Mussetter, PhD, P.E.
Tetra Tech, Inc.
3801 Automation Way, Suite 100
Fort Collins, CO 80525
Phone: (970) 223-9600
Fax: (970) 223-7171
Email: Bob.Mussetter@tetrattech.com

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10. Signatures. By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

NEBRASKA COMMUNITY FOUNDATION

Diane M. Wilson
Chief Financial and Administrative Officer

Date

TETRA TECH, INC.

Robert Mussetter, PhD, P.E.

Date

EXHIBIT “A” SCOPE OF SERVICES

A. PROJECT DESCRIPTION

1. Location: *approximately 98 miles of the Platte River from River Mile 254.5 (near Lexington) to River Mile 156.5 (near Chapman)*
2. Purpose: *System-level geomorphic and vegetation monitoring and data analysis for the Platte River.*
3. History: *The Platte River Recovery Implementation Program (Program) was initiated on January 1, 2007 between Nebraska, Wyoming, Colorado, and the Department of the Interior to address endangered species issues in the central and lower Platte River basin. The Program’s management objectives are to 1) improve survival of whooping cranes during migration, 2) improve least tern and piping plover production, and 3) avoid adverse impacts on pallid sturgeon in the Lower Platte River. The data and analyses to be completed for this geomorphic and vegetation monitoring and data analysis project will be used to answer Program questions and hypotheses regarding alternative Program management actions to meet the Program’s management objectives.*

B. PROJECT REQUIREMENTS

1. Monthly Progress Reports and Billing Statements

The **Consultant** shall submit a brief monthly progress report outlining the study status, progress, and results to date, regardless of whether or not a billing statement is submitted, on or before the last working day of the month. The progress report will also show the percentage of the job completed by task and the percentage of budget spent. The progress report will also include a billing projection for the upcoming month for the purpose of Program reimbursement request planning.

Each billing statement must include a task-by-task report justifying the cost items contained in the billing statement. The monthly progress report may be used as the justification for the billing statement as long as all cost items covered in the billing statement are addressed in the progress report.

2. Computer Models, Statement of Assumptions, Project Work File

- a. If the **Consultant** writes or uses a computer program or spreadsheet as a part of this project, the **Consultant** shall submit to the **Program** for approval all

proposed program names and data formats prior to beginning work on that task. All data shall be submitted to the **Program** in written and digital forms with the final report. Digital media shall be labeled by the **Consultant** to provide sufficient detail to access the information on the media. User manuals shall be submitted by the **Consultant** to the **Program** providing complete documentation of computer programs developed under this project. The user manuals shall also contain the source code language and the type of computer equipment necessary to operate the program(s). The computer programs and spreadsheets (written and digital forms) are due on the same date as the final report, which contains the information generated by the programs.

b. To facilitate the **Program**'s accurate evaluation of the **Consultant's** work product, computations, conclusions and recommendations, the **Consultant** shall:

- * Include in the final report a section describing the assumptions and methodology used by the **Consultant** in generating the data and conclusions contained in that chapter.
- * Maintain a project work file containing the materials used in project analysis. This file will be available for review by the **Program** and should be organized in such a way as to allow replication of the steps and procedures used by the **Consultant** to reach the conclusions described in the study.
- * Prepare a project notebook containing a description of the assumptions and methodologies used in the project analysis. The notebook shall be organized in such a way as to allow replication of the steps, calculations, and procedures used by the **Consultant** to reach conclusions, described in the draft final report. The project notebook shall be submitted with the draft final report.

3. Final Report

The **Consultant** shall use the Contract Scope of Services as the outline for draft and final reports so that **Consultant** compliance with Contract provisions can be verified. If the final report contains information of an engineering nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Engineer licensed in the State of Nebraska or other state if appropriate to location of project site. If the final report contains information of a geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by a Professional Geologist licensed in the State of Nebraska. If the final report contains information of both an engineering and geologic nature, the cover of the final report, all plates, and the executive summary must be stamped and signed by both a Professional

Engineer and a Professional Geologist licensed in the State of Nebraska. At a minimum, the reproducible original to be submitted as part of the deliverables required herein must utilize an original seal(s) and original signature(s).

4. Final Report - Digital Format

In addition to the paper submittal described in Section C.4 above, the **Consultant** shall also provide the final documents and related materials in a digital format. This digital report shall, to the extent feasible, be assembled into one file rather than separate files for text, tables, graphics, etc. This digital report shall be contained on a CD(s) or DVD(s), and shall be in both Word and Adobe Acrobat format. Any plates, figures, etc. not suitable for Word shall be in AutoCAD, ArcGIS, Adobe Acrobat, or compatible format. Other formats may be used if approved in advance by the **ED Office**. The final documents will also be provided fully assembled into one file, in a complete “internet ready” digital format to facilitate their distribution via the Office website.

5. Project Access

The **ED Office** shall be responsible for obtaining access as required for project tasks.

6. Stand-By Time

The **Program** will not reimburse the **Consultant** for stand-by time charges for the Consultant's supervisory personnel.

C. SCOPE OF SERVICES

See **Exhibit A** “Final Scope of Services”

EXHIBIT A

Final Scope of Services

Year 1 (May 2012 through December 2012)

Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

The following tasks shall be completed by Tetra Tech, Inc. in accordance with the Budget (**Exhibit B**), Hourly Rate and Reimbursable Expenses Price Schedule 2012 (**Exhibit C**) and Project Timeline (**Exhibit D**) during the first year (May 2012 through December 2012) of the Platte River Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Contract. The scope of work, budget and schedule for each succeeding year of the contract term will be developed in consultation with the Program during the prior year activities.

Scope of Work

Task 100 - Project Management

Objective: Facilitate scoping of tasks to efficiently complete the work necessary to achieve the objectives of Platte River Recovery Implementation Program (PRRIP) Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis Project. Detailed project scoping and budgeting shall be completed under this task. Provide Program stakeholders information on project progress. Document project progress through monthly invoices and progress reports.

Activities:

Task 101 – Develop Final Scope of Services and Fee

Task 102 - Project Management and Meetings:

- Conduct telephone and/or in-person meetings as necessary to coordinate project activities and to keep the Executive Director's Office (EDO), Technical Advisory Committee (TAC) and Governance Committee (GC) informed of project progress.

Deliverables:

- Draft and final scope of work, schedule, and budget.
- Meeting minutes from all Project Management meetings.
 - Draft minutes in Microsoft Word format provided to ED office for review/comment.
 - Final minutes in PDF format.
 - Monthly invoices to the ED office, including a summary of work completed in the current month, anticipated work for the following month, and percent complete for scope of work and budget by task.

Information/Service to be Provided by EDO Office Staff:

- Data from ongoing Program data collection efforts.
- Timely review and comments on draft scope of work, meeting minutes and related documents.

Meetings/Travel:

- Meetings to be held by telephone conference.
- Other meetings as described below.

Task Series 200 Field Monitoring Tasks

Objective: Conduct annual geomorphic and in-channel vegetation data collection and monitoring in accordance with the Channel Geomorphology and In-Channel Vegetation Monitoring Protocol (PRRIP, 2010) (hereinafter referred to as the *Monitoring Protocol*) to document trends in channel geomorphology and provide system-wide status in areal cover and elevation range of in-channel seeding and invasive vegetation.

Monitoring Area: The annual monitoring and data collection shall be conducted at 25 previously identified Anchor Points (APs) in the PRRIP habitat area, which consists of channels within an area 3.5 miles either side of the centerline of the Platte River from the junction of U.S. Highway 283 and Interstate 80 near Lexington, Nebraska, to Chapman, Nebraska (approximately 95 miles).

Timing: The monitoring shall occur during an annual low flow (ideally between 250 and 500 cfs) that typically occurs between July 1 and August 31 to maximize the amount of data available to track changes in channel topography and vegetation. Although monitoring will ideally be completed during low flows, monitoring shall be completed annually even in years when flows remain high.

Activities: **Task 201 – Field Preparation**

- Prepare field plans and assemble and set up field equipment and data collection sheets and devices.

Task 202 - Bathymetric and Topographic Survey of Transects

- Bathymetric and topographic surveys shall be conducted at three transects at each of the 25 APs following procedures in Sections III.B.1. and III.B.2. of the Monitoring Protocol.

Task 203 – In-Channel Vegetation Surveys

- In-channel vegetation surveys shall be conducted at each of the 25 specified APs in accordance with Section III.C. of the Monitoring Protocol.

Task 204 – Bed Material Sampling

- Bed-material sampling shall be conducted at each of the 25 specified APs in accordance with Section III.D. of the Monitoring Protocol.

Task 205 –Sediment Transport Measurements

- Bed-load and depth-integrated suspended sediment sampling shall be conducted up to six times at bridge crossings near Lexington (SH-L24A/Road), Overton (SH-L24B/Road 444), Kearney (SH-44/S. 2nd Avenue), Shelton (SH-L10D/Shelton Road), and Grand Island (US-34/Schimmer Drive) in accordance with Section III.H.1. of the Monitoring Protocol.

Task 206 – Field Data Reduction

- Compile and catalog field data and field photos, organize spreadsheets and prepare database of raw data.

Deliverables: Field data and photographs (See Task 400 – Reporting).

Meetings/Travel: As necessary to complete field surveys.

Task Series 300 – Data Analysis

Objective: Review and recommend revisions to the draft Data Analysis Plan that has been developed by the ED Office and the previous contractor, as appropriate, and implement the final plan to provide an analysis of the channel geomorphology and in-channel vegetation data. The analysis shall be performed on both the previously collected 2009, 2010 and 2011 data and the data to be collected in 2012 under this contract.

Activities: Task 301 – Review and revise draft Data Analysis Plan

- Review the draft plan and provide recommendations to the ED Office on appropriate revisions, focusing on analytical methods that will directly answer key Program questions and test relevant Program hypotheses.

Task 302 – Presentation of Data Analysis Plan

- Participate in TAC meeting to present proposed data analysis plan and receive TAC comments. Finalize draft data analysis plan based on TAC input.

Task 303 – Implement Data Analysis Plan

- Perform the analyses described in the revised plan. During Year 1 activities, the data analysis will include the previously collected 2009, 2010 and 2011 data. Multivariate analysis will not be performed during Year 1.

Deliverables:

- Recommended revisions to the Draft Data Analysis Plan – to be provided in MS Word Track Changes mode.
- Data analysis section of the annual report (see Task 400 – Reporting).

Meetings/Travel: One TAC meeting in Kearney, Nebraska.

Task Series 400 - Reporting

Objective: Develop a draft (Microsoft Word) and final (Microsoft Word and PDF) annual report that includes methods, results, data analysis (as specified in the Data Analysis Plan), photographs of field work, and other associated data. Reports shall be delivered electronically to the ED Office for review and comment by the ED Office and the Program's Technical Advisory Committee (TAC). Annual monitoring data shall be uploaded to the Program's online database in a format consistent with other Program data. Prepare for and participate in the Program's

annual AMP Reporting Session held in early March of each year¹. Preparation shall include development of an Executive Summary and presentation of annual activities and findings.

Activities:

Task 401 – Annual Report

- Prepare draft annual reports.
- Address EDO and TAC comments, and prepare final annual report.

Task 402 – Annual AMP Reporting Session¹

- Prepare Executive Summary and presentation.
- Participate in the AMP Reporting Session.

Deliverables:

- Draft annual report.
- Final annual report addressing EDO and TAC comments on the draft report.

Meetings/Travel: None.

¹ Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost to prepare and participate is not included in the Year 1 budget.

EXHIBIT B

Year 1 (May 2012 through December 2012)

Cost Estimate for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Subtask	Description	Principal Engineer/ Geomorphologist	Senior Biologist	Statistical Ecologist	Licensed Surveyor	Senior Engineer/ Scientist	Engineer/ Scientist	Junior Engineer/Sci entist	Staff Biologist	Staff Ecologist/ Technician	Draftsman/ Technician	Clerical	Labor Cost	Direct Costs*	Total by Task
		\$228.15	\$176.65	\$156.05	\$120.00	\$114.85	\$106.61	\$99.40	\$94.25	\$88.58	\$68.50	\$78.80			
100	Project Initiation and Management	14	8			4						4	\$ 5,382	\$ 2,269	\$ 7,651
101	Finalize Scope and Fee	4	4									2	\$ 1,777	\$ -	\$ 1,777
102	Project Management and Meetings	10	4			4						2	\$ 3,605	\$ 2,269	\$ 5,874
200	Field Monitoring	38	36	4	24	34	312	608	368	544	880	28	\$ 261,482	\$ 94,033	\$ 355,515
201	Field preparation	2	8	4	8	4	16	24	24	24	8		\$ 12,940	\$ -	\$ 12,940
202	Bathymetric and Topographic Surveys	20			16	10	230	230			230	5	\$ 71,159	\$ 22,431	\$ 93,590
203	In-channel Vegetation Surveys		24						280	280	560	5	\$ 94,182	\$ 29,380	\$ 123,562
204	Bed Material Sampling	4				4	50	50			50	5	\$ 15,491	\$ 28,461	\$ 43,952
205	Sediment transport measurements	8				8		240		240		5	\$ 48,252	\$ 13,434	\$ 61,686
206	Data Reduction	4	4			8	16	64	64		32	8	\$ 19,459	\$ 326	\$ 19,785
300	Data Analysis	53	62	136		22	8	67	112		252	2	\$ 82,165	\$ 1,430	\$ 83,595
301	Review and Revise Draft Data Analysis Plan	12	8	24			8	12				2	\$ 10,099	\$ -	\$ 10,099
302	Participate in TAC Meeting	12	16										\$ 5,564	\$ 1,430	\$ 6,994
303	Implement Data Analysis Plan	29	38	112		22		55	112		252		\$ 66,502	\$ -	\$ 66,502
400	Reporting	24	40	32		8	24	16	16	16	16	8	\$ 27,254	\$ 434	\$ 27,688
401	Annual Report	24	40	32		8	24	16	16	16	16	8	\$ 27,254	\$ 434	\$ 27,688
402	Annual AMP Reporting Session**												\$ -		\$ -
	Total Hours	129	146	172	24	68	344	691	496	560	1148	42			
	TOTAL COST	\$29,317	\$25,790	\$26,841	\$2,880	\$7,809	\$36,672	\$68,682	\$46,746	\$49,605	\$78,632	\$3,309	\$ 376,283	\$ 98,166	\$ 474,449

*Includes G&A (13.46%)

** Participation in the annual AMP Reporting Session, typically held in March, is anticipated. Cost of preparation and participation is not included in the Year 1 budget.

EXHIBIT B (CONTINUED)

Year 1 (May 2012 through December 2012)

Other Direct Costs for Channel Geomorphology and In-channel Vegetation Monitoring and Data Analysis, Platte River, Nebraska

Item	Unit Cost	Task 100		Task 202		Task 203		Task 204		Task 205		Task 206		Task 302		Task 401		Total w/ 13.46% OH Mark-up
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Airline Tickets	\$400	1	\$ 400.00		\$ -	3	\$ 1,200.00		\$ -		\$ -		\$ -	1	\$ 400.00		\$ -	\$ 2,269.20
Mileage	\$0.550 /mi.	700	\$ 385.00	100	\$ 55.00		\$ -	2100	\$ 1,155.00	5100	\$ 2,805.00		\$ -	400	\$ 220.00		\$ -	\$ 5,241.85
Mileage (4x4)	\$1.00 /mi.	700	\$ 700.00	250	\$ 250.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 1,077.87
Lodging and per diem	\$120 /day	2	\$ 240.00	69	\$ 8,280.00	112	\$ 13,440.00	15	\$ 1,800.00	48	\$ 5,760.00		\$ -	3	\$ 360.00		\$ -	\$ 33,901.85
Parking	\$15 /day		\$ -		\$ -	3	\$ 45.00		\$ -		\$ -		\$ -	2	\$ 30.00		\$ -	\$ 85.10
Rental Car (including gas)	\$125 /day	2	\$ 250.00		\$ -	28	\$ 3,500.00		\$ -		\$ -		\$ -	2	\$ 250.00		\$ -	\$ 4,538.40
RFK-GPS Survey Equipment (base station, 2 rovers)	\$2,500 /week		\$ -	3	\$ 7,500.00		\$ -	1	\$ 2,500.00		\$ -		\$ -		\$ -		\$ -	\$ 11,346.00
RFK-GPS Survey Equipment (1 rover)	\$900 /day		\$ -		\$ -	4	\$ 3,600.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 4,084.56
Echo Sounder	\$625 /day		\$ -	1	\$ 625.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 709.13
Air Boat	\$250 /day		\$ -	10	\$ 2,500.00	15	\$ 3,750.00	3	\$ 750.00		\$ -		\$ -		\$ -		\$ -	\$ 7,942.20
Inflatable Kayak	\$50 /week		\$ -	4	\$ 200.00		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 226.92
Lab. Analysis of Bed and Bar Material Sediment Sam	\$75 /sample		\$ -		\$ -		\$ -	250	\$ 18,750.00		\$ -		\$ -		\$ -		\$ -	\$ 21,273.75
Lab. Analysis of Bedload Samples	\$85 /sample		\$ -		\$ -		\$ -		\$ -	30	\$ 2,550.00		\$ -		\$ -		\$ -	\$ 2,893.23
Lab. Analysis of Suspended Sediment Samples	\$100 /sample		\$ -		\$ -		\$ -		\$ -	5	\$ 500.00		\$ -		\$ -		\$ -	\$ 567.30
Expendable Field Supplies	LS		\$ -		\$ 250.00		\$ 250.00		\$ 100.00		\$ 200.00		\$ -		\$ -		\$ -	\$ 907.68
Color laser prints	\$0.50 /sheet		\$ -	120	\$ 60.00	120	\$ 60.00	20	\$ 10.00	20	\$ 10.00	50	\$ 25.00		\$ -	50	\$ 25.00	\$ 215.57
Misc. Communications (Telephone, fax, shipping)	LS		\$ 25.00		\$ 50.00		\$ 50.00		\$ 20.00		\$ 15.00		\$ 15.00		\$ -		\$ 50.00	\$ 255.29
TOTAL DIRECT COSTS			\$ 2,000.00		\$ 19,770.00		\$ 25,895.00		\$ 25,085.00		\$ 11,840.00		\$ 287.50		\$ 1,260.00		\$ 382.50	\$ 98,165.59



EXHIBIT C
Year 1 (May 2012 through December 2012)
RATE SCHEDULE

PERSONNEL:	Hourly Rate*
Principal Engineer/Geomorphologist	\$228.15
Senior Biologist	\$176.65
Statistical Ecologist	\$156.05
Licensed Surveyor	\$120.00
Senior Engineer/Scientist	\$114.85
Engineer/Scientist	\$106.61
Junior Engineer/Scientist	\$99.40
Staff Biology	\$94.25
Staff Ecologist/Technician	\$88.58
Draftsman/Technician II	\$68.50
Word Processor/Clerical	\$78.80
IN HOUSE EQUIPMENT:	Rate
Computer charges	\$1.64 per labor hour
Truck (4 x 4)	\$1.00/mile
Automobile	Approved GSA Rates for Privately Owned Vehicles
Boat (16-ft inflatable)	\$125.00/day
Jet boat (18-ft)	\$225.00/day
Inflatable kayak	\$10.00/day
Level & Sonic Sounder	\$10.00/day
RTK GPS equipment	\$1,800/week
Echosounder	\$625/week
ADCP Unit	\$1,500/week
ADCP with GPS equipment	\$3,000/week
ADCP with GPS equipment and Echosounder	\$3,500/week
Total Station	\$10.00/hour
Current Meter	\$50.00/day
Water Quality Meter	\$30.00/day
IN HOUSE REPRODUCTION:	
8 ½ x 11 paper	\$ 0.10/sheet
Plotter (black & white)	\$5.00/sheet
Plotter (color)	\$7.50/sheet

*Hourly rates for deposition and court time associated with expert witness support will be charged at 1.5 times the indicated rate.

Permit fees, processing fees, bonds, etc. will be the responsibility of the client. All other direct costs including travel, lodging, meals and incidentals for personnel, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing by outside vendor, laboratory analysis, and any other services performed by outside vendor will be billed at cost plus G&A of 13.46%. Subcontract services will be charged to the client with a 10% service fee. Tetra Tech (TT) is not liable for damages caused by delays in performance of the above work, which arise from events beyond our reasonable control. TT is not responsible for damages or losses incurred through the use of studies, plans, recommendations or cost estimates in excess of the fees paid to TT for these services. Monthly progress payments shall be due and payable by the Client within 30 days after submittal of the bill for such work by TT. The progress payment shall include the portion of the fee earned based upon the percentage of work performed, as determined by TT. Payment due but unpaid within 30 days after submission of the bill shall bear interest at the rate of 1½% per month until paid. If client should fail to pay within ninety (90) days after the bill is rendered, TT shall have the right, upon seven (7) days written notice to the Client, to stop work on the project until payment of the amount owed, including all interest charges, has been received.

EXHIBIT D
Year 1 (May 2012 through December 2012)
Project Timeline

Subtask	Description	May	June	July	August	September	October	November	December
100	Project Initiation and Management								
101	Finalize Scope and Fee								
102	Project Management and Meetings								
200	Field Monitoring								
201	Bathymetric and Topographic Surveys								
202	In-channel Vegetation Surveys								
203	Bed Material Sampling								
204	Sediment transport measurements	1	1	1	1	1	1	1	1
205	Data Reduction								
300	Data Analysis								
301	Review and Revise Draft Data Analysis Plan								
302	Participate in TAC Meeting		2						
303	Implement Data Analysis Plan		3	3	3	3	3	3	3
400	Reporting								
401	Annual Report								
402	Annual AMP Reporting Session**								

- 1 Up to 6 sets of measurements in accordance with Section III.H.1. of the Monitoring Protocol. Specific timing dependent on flow levels.
- 2 Meeting has not been scheduled at this time.
- 3 Evaluation of 2009, 2010, and 2011 data sets.
- D Delivery of draft annual report and associated database and photos.